



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

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First District

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January 20, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR  
CLERICAL SKILLS TRAINING SERVICES SPONSORED BY THE  
HEALTH CARE WORKFORCE DEVELOPMENT PROGRAM**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and authorize the Director of Health Services, or his designee (hereafter Director), to execute an agreement, substantially similar to Exhibit I, with the Los Angeles Unified School District (LAUSD) for the provision of clerical skills training services sponsored by the Health Care Workforce Development Program (HCWDP), effective upon Board approval through June 30, 2005, with provisions for an automatic 12-month extension to June 30, 2006, at a maximum obligation of \$1,554,810 for the entire term, and to authorize the Director to terminate the agreement for convenience in whole or in part.

**PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:**

The Department of Health Services (DHS) is recommending approval of the agreement with LAUSD to provide clerical skills training services in the area of typing/keyboarding, computer literacy, and medical terminology to upgrade and improve the skill sets of DHS staff providing support in the health care setting.

**FISCAL IMPACT/FINANCING:**

The HCWDP is funded by State Workforce Investment Act (WIA) funds and County funds, at a ratio of 2-to-1. For Fiscal Year (FY) 2004-05, the County allocated \$6.0 million in Tobacco Settlement Funds for HCWDP Programs. The contract maximum obligation is \$1,554,810 for the period through June 30, 2006. The FY 2004-05 contract expenditures are estimated to be \$350,000. The contract expenditures have been included in the Department's FY 2004-05 Budget for HCWDP and will be included in the FY 2005-06 Budget Request.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The HCWDP, a joint-labor management training education program for DHS employees is supported by State WIA and County funds, at a ratio of 2-to-1. The goals of HCWDP training programs are to support the restructuring needs of the DHS, address critical shortage areas, provide portable skills, and improve and upgrade employee skill sets.

The proposed agreement is effective upon Board approval through June 30, 2005, with provisions for an automatic one-year extension to June 30, 2006, if funding is available and appropriated by the Board. To more quickly align the training services to the needs of the DHS workforce, the Director is requesting the delegated authority to terminate the agreement for convenience either in whole or in part.

LAUSD will provide classes devoted exclusively to County employees in three areas: typing/keyboarding, computer literacy, and medical terminology provided at four service sites, or other sites (including County sites) upon mutual agreement.

Instruction will begin on March 1, 2005 at the Harbor Occupational Center, Maxine Waters Employment Preparation Center, East Los Angeles Skills Center, North Valley Occupational Center, Van Nuys Community Adult School, and the Kennedy/San Fernando Community Adult School (the latter 3 sites are designated as one service site). The typing/keyboarding and computer literacy classes will be offered on a continuous basis throughout the agreement term on an "open entry/open exit basis" so that employees at various skill levels can be accommodated. In contrast, the 84-hour (12-week) Medical Terminology class will have definite start and end dates for each cohort.

To provide a small inventory of textbooks for distribution to employees when instruction begins on March 1, LAUSD may invoice the County for a portion of the textbooks allowable under the agreement. All other services will be reimbursed monthly in arrears. To ensure that classes are dedicated exclusively for County employees, LAUSD will be reimbursed at \$250 for each hour of instruction; other services, such as curriculum revision, will be reimbursed at the rate of \$61 per hour. The budget also includes funds for a coordinator.

#### CONTRACTING PROCESS:

The LAUSD was selected from a pool of nine proposers responding to a Request for Proposals released by the HCWDP in April 2003. LAUSD was selected based on its network of service sites and range of available classes.

#### IMPACT ON CURRENT SERVICES:

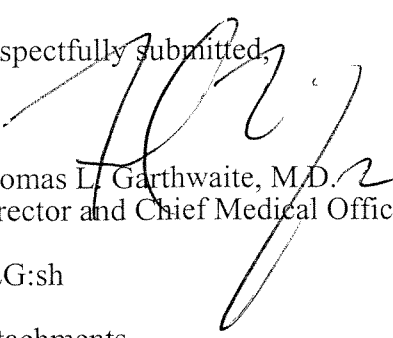
The training is expected to enhance the skills of DHS support staff.

Attachment A provides additional information.

The Honorable Board of Supervisors  
January 20, 2005  
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When approved, the Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:sh

Attachments

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

Clerical Services.sh.doc

## SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Clerical skills training services in: typing/keyboarding, computer literacy, and medical terminology for DHS support staff.

2. CONTRACTOR/ADDRESS AND CONTACT PERSON:

Los Angeles Unified School District  
Division of Adult and Career Education  
333 S. Beaudry Avenue, 18<sup>th</sup> Floor  
Los Angeles, CA 90020

Santiago Jackson, Assistant Superintendent

3. TERM:

Upon Board approval through June 30, 2005, with provisions for a one-year automatic extension if funding is available and appropriated.

The agreement contains provisions for the Director to terminate the agreement for convenience either in whole or in part.

4. FINANCING INFORMATION:

The maximum obligation through June 30, 2006 is \$1,554,810. FY 2004-05 contract expenditures are estimated to be \$350,000.

5. GEOGRAPHIC AREAS (EMPLOYEES) SERVED:

Employees of the Department of Health Services.

6. ACCOUNTABLE FOR MONITORING:

Kate Edmundson, Acting Director for Human Resources

7. APPROVALS:

Chief Operating Officer: Fred Leaf

Contract Administration: Irene Riley

County Counsel (approval as to form): Elizabeth Friedman, Senior Deputy County Counsel



**Contract by and between**

**COUNTY OF LOS ANGELES**

**and**

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**for**

**CLERICAL SKILLS IN PATIENT AND HEALTH CARE  
SETTINGS EDUCATION SERVICES**

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**Contract between**  
  
**COUNTY OF LOS ANGELES**  
  
**and**  
  
**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
  
**for**

**CLERICAL SKILLS IN PATIENT AND HEALTH CARE SETTINGS  
EDUCATION SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005 by and between the County of Los Angeles, hereinafter referred to as County and Los Angeles Unified School District, hereinafter referred to as Contractor. Contractor is located at 333 S. Beaudry Avenue, 18<sup>th</sup> Floor, Los Angeles, California 90017.

**RECITALS**

WHEREAS, the County may contract for education and training services when certain requirements are met; and

WHEREAS, the Contractor is an accredited educational institution; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base

Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Billing and Payment
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Employee's Acknowledgment of Employer
- 1.5 EXHIBIT E - Jury Service Program Application for Exemption and Certification Form
- 1.6 EXHIBIT F - Child Support Compliance and Program Certification
- 1.7. EXHIBIT G - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

- 2.4 County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 This Contract contemplates and authorizes the education and training programs described in Exhibit "A", Statement of Work, attached hereto and incorporated herein by reference.
- 3.2 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be effective upon approval by County's Board of Supervisors and remain in effect through June 30, 2005, unless sooner terminated, in whole or in part, as provided in this Contract.

- 4.2 The term of this Contract shall be automatically extended for an additional 12 months to June 30, 2006, without further action by the Parties, unless sooner terminated in whole or in part, as provided in this Contract.

## **5.0 CONTRACT SUM**

- 5.1 The maximum obligation for all services hereunder is One Million, Five Hundred Fifty-four Thousand, Eight Hundred Ten Dollars **(\$1,554,810)**. Actual reimbursement to Contractor may be less, depending on the number of County participants receiving State-required testing services in accordance with Exhibit B, Billing and Payment attached hereto, and incorporated herein by reference.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/ Termination of Contract**
- Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5.4 Invoices and Payments**

- 5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Billing and Payment*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Billing and Payment.
- 5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit B – Billing and Payment.
- 5.4.4 The Contractor shall submit invoices as described in Exhibit B, Billing and Payment.
- 5.4.5 All invoices under this Contract shall be submitted to the following address:
- Workforce Development Program  
500 S. Virgil Avenue, Suite 200  
Los Angeles, CA 90020  
ATTN: Diane Factor
- 5.4.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

The County shall notify the Contractor in writing of the following:

#### **6.1 County's Project Director**

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.2 County's Project Manager**

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

#### **6.3 County's Contract Project Monitor**

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor's Project Manager**

7.1.1 The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

## **7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

## **7.3 Contractor's Staff Identification**

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

## **7.4 Background and Security Investigations**

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract

undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the



“Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”, Exhibit D1.

The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the “Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement”, Exhibit D2.

## **8.0 TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the **Director**. Any unapproved assignment or delegation shall be null and void. Any payments by the DHS to any approved delegate or assignee on any claim under this Contract shall be deductible, at DHS’ sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DHS’ express prior written approval, may result in the termination of this Contract.

### **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.3 BUDGET REDUCTIONS**

In the event that the County's **Board of Supervisors** adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the **Board's** approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

#### **8.4 CHANGE NOTICES AND AMENDMENTS**

8.4.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Project Manager.

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the **Board of Supervisors or its delegatee**.

8.4.3 The County's **Board of Supervisors** or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and **by County's Board of Supervisors or its delegatee**.

8.4.4 The **Director of Health Services** may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the

period of such extensions.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within thirty business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County

Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's

definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **8.9 OBLIGATIONS UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)/ENTITIES OTHER THAN PROVIDERS OR BUSINESS ASSOCIATES:**

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney

and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

## **8.10 CONFLICT OF INTEREST**

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

## **8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

##### **8.13.1 RESPONSIBLE CONTRACTOR**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

##### **8.13.2 CHAPTER 2.202 OF THE COUNTY CODE**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible,



the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

#### **8.13.3 NON-RESPONSIBLE CONTRACTOR**

The County may debar a Contractor if the **Board of Supervisors** finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.13.4 CONTRACTOR HEARING BOARD**

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Director of Health Services shall be provided an opportunity to

object to the tentative decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the **Board of Supervisors**. The **Board of Supervisors** shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.13.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

### **8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's

duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.16 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the **Board of Supervisors**. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.17.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.18 EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.19 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract; the parties shall provide "original" versions of such faxed documents.

## **8.20 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons

performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

- 8.22.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit D1. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit D2.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.24 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

**8.24.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Workforce Development Program

500 S. Virgil Avenue, Suite 200

Los Angeles, CA 90020

ATTN: Diane Factor

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.24.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best

rating of not less than A:VII unless otherwise approved by the County.

**8.24.3 Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.



**8.24.5 Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

**8.24.6 Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.25 INSURANCE COVERAGE REQUIREMENTS**

**8.25.1 Professional Liability Insurance** covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Contract.

**8.25.2 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.25.3 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for

each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

**8.25.4 Workers’ Compensation and Employers’ Liability** insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

## **8.26 INTENTIONALLY BLANK**

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor’s prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all

applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.

- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the **Department of Health Services** from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of Health Services, or his/her designee shall resolve it.

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties below. Addresses and persons to be notified may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Health Services shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

To County:           1.   Health   Care   Workforce   Development  
  Program  
  500 So. Virgil Avenue, Suite 200  
  Los Angeles, California 90020

Attention:                 Diane Factor, Director

To County:           2.   Department of Health Services  
  Contracts and Grants Division  
  313 N. Figueroa Street, 6<sup>th</sup> Floor East  
  Los Angeles, California 90012

Attention:                 Chief

To Contractor: Los Angeles Unified School District  
Adult and Career Education  
333 So. Beaudry Avenue, 18<sup>th</sup> Floor  
Los Angeles, California 90017

Attention: Santiago Jackson,  
Assistant Superintendent  
Division of Adult and Career Education

### **8.34 PUBLIC RECORDS ACT**

8.34.1 Any documents submitted by Contractor and all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.36 - Record Retention and Inspection/Audit Settlement of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.35 PUBLICITY**

8.35.1 The Contractor shall not disclose any details in connection with this

Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.35.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.35 shall apply.

#### **8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the

County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.36 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for



such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.37 RECYCLED BOND PAPER**

Consistent with the **Board of Supervisors'** policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.38 SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit J of this Contract.

#### **8.39 SUBCONTRACTING**

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances

required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Workforce Development Program

500 S. Virgil Avenue, Suite 200

Los Angeles, CA 90020

ATTN: Diane Factor

before any subcontractor employee may perform any work hereunder.

#### **8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by

the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the **Board of Supervisors** may terminate this Contract pursuant to the Termination for Default Paragraph of the Contract and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.41 TERMINATION FOR CONVENIENCE**

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Director of DHS, in his/her sole discretion, to be in the County's best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.36, Record Retention & Inspection/Audit Settlement.

#### **8.42 TERMINATION FOR DEFAULT**

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this

Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.44 TERMINATION FOR INSOLVENCY**

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's **Board of Supervisors** appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of

the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of Health Services, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

LOS ANGELES UNIFIED SCHOOL DISTRICT  
Contractor

By \_\_\_\_\_  
Santiago Jackson, Assistant Superintendent  
Division of Adult and Career Education

APPROVED AS TO FORM:

County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Chief, Contracts and Grants

# **EXHIBIT A**

## **STATEMENT OF WORK**

Contract with

LOS ANGELES UNIFIED SCHOOL DISTRICT

for

CLERICAL SKILLS IN HEALTH AND PATIENT CARE SETTINGS  
TRAINING AND EDUCATION SERVICES

LOS ANGELES UNIFIED SCHOOL DISTRICT

CLERICAL SKILLS IN HEALTH AND PATIENT CARE SETTINGS  
TRAINING AND EDUCATION SERVICES

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1. General Description

LAUSD, through its Division of Adult and Career Education Division (hereafter "Contractor"), has agreed to provide the following courses for County employees identified and referred by the County's Director of Health Services (hereafter "Director"):

- Typist Keyboarding 1 and 2 (offered as a combined or "forum" class, as defined below);
- Computer Operator Literacy and  
Computer Operator Software Applications ("forum" class), and
- Medical Terminology.

Contractor shall provide the Typist Keyboarding 1 and 2 courses as a "forum" class, where participants may progress from Level 1 to Level 2 and remain in the same classroom and the instructor is qualified to teach both levels. However, participants are required to register separately for each course.

The Computer Operator Literacy and Computer Operator Software Applications courses shall also be available as a "forum" class where participants may progress from one course to the other and register for both courses if they do progress to the other course. The instructor shall be qualified to teach both courses.

In addition, the instructor for the forum Typist Keyboarding course shall also be qualified to provide instruction in the forum Computer Operator course, and vice-versa, i.e., the instructor for both forum courses shall be qualified to provide instruction in both areas. This shall enable the provision of a combined forum Typist Keyboarding course with a forum Computer Operator course, where Typist Keyboarding students may be combined with Computer Operator students.

Contractor shall be reimbursed on an hourly basis for these courses as specified in Exhibit B, Billing and Payment.

### **1.2. Medical Terminology Course**

Contractor agrees to customize its 150-hour Medical Terminology Course into 72-hours, supplemented with 12-hours of instructor-guided learning, for a total of an 84-hour course for the County.

It is estimated that Contractor requires a maximum of **168** hours for such curriculum revision, and shall be reimbursed on an hourly basis, as specified in Exhibit B, Billing and Payment, for actual staff hours spent on curriculum revision.

Also, to ensure consistency in instruction in the Medical Terminology course among the service sites listed below, Contractor shall provide in-service and support to its Medical Terminology instructors. It is estimated that Contractor requires a maximum of **84** hours for such in-service and support services. Contractor shall be reimbursed on an hourly basis, as specified in Exhibit B, Billing and Payment, for actual staff hours spent on in-service and support for the Medical Terminology instructors.

### **1.3. Enrollment**

All classes hereunder shall be devoted exclusively for County employees only, and may not be opened to the general public; County shall not be required to meet a minimum enrollment/attendance number.

#### **1.4. Commencement of Courses:**

Prior to the commencement of services hereunder, and each academic term thereafter, Contractor and County shall agree in writing to the schedule for the forum Typist Keyboarding and forum Computer Operator classes by service site. For subsequent academic terms, such agreement shall be reached 45 business days prior to the start of the Winter, Spring, and Summer academic terms, and 70 business days prior to the start of the Fall academic term. Such schedule may not be changed during the academic term. As soon as Contractor finalizes its school calendar, Contractor shall provide to County such school calendar with the start and end dates of each academic term for all service sites used by County.

Prior to the commencement of any Medical Terminology course at any service site hereunder, Contractor and County shall complete Form A, a scheduling form (on the last page of this Exhibit). Form A shall be used as supporting documentation for Contractor invoices for each Medical Terminology course invoiced to County. Original sign-in sheets for each course, along with Form A shall be submitted with all Contractor invoices. Invoices without Form A and/or original sign-in sheets shall be returned to Contractor.

The Typist Keyboarding and Computer Operator courses shall be offered during the hours agreed to by County and Contractor, on an open entry/exit basis, i.e., County may add employees to the class as slots become available when employees complete or terminate the class. The Medical Terminology class shall have definite commencement and completion dates for each cohort.

## **2.0 COUNTY EMPLOYEES RECEIVING SERVICES**

County employees designated by Director to receive services hereunder may be individuals currently employed by County ("incumbent" workers) or individuals who have been laid-off by County ("dislocated" workers).

Director shall be responsible for identifying and referring County employees to Contractor. Employees shall meet the prerequisites required by Contractor. Contractor shall be responsible for creating an optimal learning environment to motivate and retain participating employees.

Employees successfully completing the typist/keyboarding and computer courses shall receive a certificate of completion or competency, as appropriate, from Contractor. Employees successfully completing the Medical Terminology course shall receive a certificate of completion or competency, as appropriate, from the County.

### **3.0 INSTRUCTIONAL METHODS**

As appropriate, Contractor may utilize small group, whole group, or individual instruction, and feature multi-sensory approach in which students' different learning styles are incorporated into the instructional program. Whenever appropriate, instruction may be computer-assisted. However, the use of computer-assisted instruction shall not replace student-centered instruction; Contractor shall maximize instructor-student interaction at all times. From time-to-time, as arranged between Director and Contractor, County staff may provide supplemental tutoring/mentoring and special informational presentations during instructional time, with prior notification to the instructor.

### **4.0 SERVICE SITES**

The "open-entry/open exit" forum Typist Keyboarding and forum Computer Operator courses shall be available 3 hours twice a week for a total of 6 hours per week for each course from the four Contractor sites below:

- East Los Angeles Skills Center
- Harbor Occupational Center
- Maxine Waters Employment Preparation Center

Due to space considerations, the following three sites shall be considered as one service site for purposes of this Contract:

- North Valley Occupational Center
- Van Nuys Community Adult School
- Kennedy/San Fernando Community Adult School.

The Medical Terminology Course, with definite beginning and ending dates for each cohort, shall be available from the above four sites, and upon mutual agreement, may also be available from other Contractor sites or County sites that meet Contractor requirements for a community-classroom.

## **5.0 HOURS OF SERVICE**

Hours of service shall be during normal hours of operation for the service sites and shall be scheduled in accordance with Paragraph 1.4 above. The normal hours of operation may include evenings and Saturdays.

## **6.0 STAFFING AND PERSONNEL**

Contractor shall provide qualified instructors for each course provided hereunder. The Typist Keyboarding instructor shall be qualified to provide instruction in Computer Operator courses, and vice-versa.

Contractor shall also provide a Coordinator to function as County's liaison to coordinate services 35 hours per week.

If requested by Director, Contractor shall arrange for personnel providing services hereunder to attend an orientation to be conducted by Director prior to providing services, or other meetings outside of instructional time as requested by Director. Contractor shall not invoice County for instructor staff time for attendance at such meetings.

## **7.0 BOOKS, INSTRUCTIONAL MATERIALS AND SUPPLIES**

County has allocated funds to purchase textbooks for all attendees of the Medical Terminology, Computer Operator Literacy and Computer Operator Software Applications courses.

The per-book cost listed in the Budget Schedule is an approximate cost only, as the cost of textbooks is adjusted periodically by the publisher. Invoices to County for textbooks shall be based on the actual cost to Contractor. Finally, substitutions in textbooks may be made only as required by publisher availability, discontinuation, or upgrades/new editions; County shall always receive written notification of such action by the publisher(s) as soon as possible; Contractor shall obtain County's written approval if substitutions are made for any other reason.

With the exception of textbooks for the Medical Terminology, Computer Operator Literacy and Computer Operator Software Applications courses, Contractor shall not invoice County for other materials, supplies, or fees of any kind that may be needed in the provision of services under this Contract.

## **8.0 REPORTS**

Contractor shall provide periodic reports as required by Director, including but not limited to the attendance and progress of participating County employees.

## **9.0 QUALITY ASSURANCE PLAN**

The County will evaluate Contractor's performance under this Contract as defined in Paragraph 8, Terms and Conditions, Sub-paragraph 8.16, County's Quality Assurance Plan, which may include observation of Contractor's services/activities and review of documents relevant to this Contract at any time during normal business hours. However, County personnel may not unreasonably interfere with Contractor's provision of services.

Notwithstanding the above, County personnel may make unannounced visits at any time to Contractor service sites for purposes of observation of services. County personnel may not unreasonably interfere with Contractor's provision of service. If any service or instructor is found to be unsatisfactory, the Director of County's Health Care Workforce Development Program ("HCWDP") and Contractor's Supervisor, Planning, Grants, and Outreach shall meet to resolve County's concerns, including the possible replacement of the instructor. Such



meetings shall be scheduled within two weeks of request by the Director of HCWDP. Contractor may also request meetings with County as it believes necessary to provide quality services to participating employees.

#### **10.0 BILLING AND PAYMENT**

Contractor shall be reimbursed in accordance with the provisions of **Exhibit B**, Billing and Payment. Contractor shall not bill any County Participant for any services or supplies received under this Contract.

**FORM A**

(Original student sign-in sheets must accompany this Form A, all of which must be submitted with Contractor's monthly invoices.)

**COUNTY AGREEMENT NO.** \_\_\_\_\_

LOS ANGELES UNIFIED SCHOOL DISTRICT  
CLERICAL SKILLS IN HEALTH AND PATIENT CARE SETTINGS  
TRAINING AND EDUCATION SERVICES CONTRACT

**SCHEDULING FORM**

COURSE NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_  
(including non-County, non-LAUSD sites)

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

WEEKLY SCHEDULE \_\_\_\_\_  
(e.g., MWF, 2:00 p.m. – 4:00 p.m.)

TOTAL HOURS OF INSTRUCTION SCHEDULED: \_\_\_\_\_

BEGINNING NUMBER OF STUDENTS: \_\_\_\_\_

INSTRUCTOR: \_\_\_\_\_

Approved by County:

Approved by LAUSD:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Provide copy of this Scheduling Form to HCWDP Contract Management, PRIOR to start of class.**

January 5, 2005 (final)  
(Start of Instruction: March 1, 2005)

Los Angeles Unified School District  
CLERICAL SKILLS IN HEALTH & PATIENT CARE SETTINGS  
Budget Schedule: Date of Board Approval thru June 30, 2006

Exhibit B  
Page 6 of 6

<u>Typist Keyboarding &amp; Computer Literacy</u>	<u>Enrollment</u>	<u># of Sites</u>	<u>Hours of Instruction per Site</u>	<u>Times Offered</u>	<u>Instructional Hours</u>	<u>Hourly Rate</u>	<u>Allocation per Course</u>	<u>Total Allocations</u>
Typist Keyboarding 1 & 2	no minimum	4	354	continuous	1416	\$250	\$354,000	
Computer Operator Literacy & Software Application	no minimum	4	354	continuous	1416	\$250	\$354,000	
<b>Allocation for Keyboarding &amp; Computer Courses</b> (invoice in arrears in 16 equal amounts of \$44,250)								<b>\$708,000</b>

Medical Terminology Course (84 Hours)

Instructional Cost per Course: \$21,000 (Maximum of 22 courses)  
Cost of Books<sup>1</sup> for 25 Students (550 maximum): 3,000 (based on cost of \$120/student)  
Total Cost per Course: \$24,000

**Allocation for Medical Terminology Course** **\$528,000**

<sup>1</sup>Tabe's Cyclopedia & A Short Course/Chabner & Allan

(invoice on per-course basis at \$21,000; cost of books to be based on actual cost)

Curriculum Revision, In-Service & Support  
(for Medical Terminology Course Only)  
252 hrs @ \$61/hour

**Allocation for Curriculum Revision, In-service & Support** **\$15,372**  
(invoice in arrears based on actual hours of service)

Coordinator

@35 hours per week for 66 weeks @\$61/hour = 2310 x \$61

**Allocation for Coordinator** **\$140,910**  
(invoice in arrears in 17 equal amounts of \$8,288.82)

<u>Books (Computer Literacy &amp; Software App)</u>	<u>Apprx. # of Students</u>	<u>Average Cost per Book</u>	<u>Subtotal</u>
Learning Computer Literacy w/ Microsoft Office, Prentice Hall	800	\$50	\$40,000
Microsoft Office 2000 (Spiral Bound) by Shelley and Cashman	600	\$95	\$57,000

**\*Allocation for Computer Textbooks** **\$97,000**  
(invoice on per book basis, based on actual cost)

Administrative Cost @4.40%

**\*\*Allocation for Admin Cost** **\$65,528**  
(based on amount invoiced)

\* To be invoiced in arrears based on actual cost of books and number ordered.

\*\* Depends on the amount invoiced.

**MAXIMUM OBLIGATION** **\$1,554,810**

**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
**CLERICAL SERVICES TRAINING AND EDUCATION SERVICES**  
**BILLING AND PAYMENT**

**1.0 MAXIMUM OBLIGATION**

County's maximum obligation for all services hereunder shall not exceed One Million Five Hundred Fifty-Four Thousand, Eight Hundred Ten Dollars **(\$1,554,810)** as listed on the **Budget Schedule on Page 6 of this Exhibit**). Actual reimbursement to Contractor may be less, depending on the actual services provided and textbooks purchased hereunder.

**2.0 INVOICES**

Contractor shall invoice County monthly in arrears except as noted, and in accordance with the budget categories listed on the Budget Schedule, as follows:

- Typist Keyboarding & Computer Literacy Courses
- Medical Terminology Course (and books)
- Curriculum Revision, In-Service and Support
- Meetings
- Coordinator
- Books (for Computer Literacy/Operator & Software Applications Courses)
- Administrative Cost (Contractor may add 4.4% in administrative cost on all amounts invoiced to County).

Contractor invoices shall be supported by student sign-in sheets for each course from all service sites, and a Scheduling Form for the Medical Terminology course in accordance with Exhibit A.

### **2.1. Typist Keyboarding and Computer Operator Courses**

Typist Keyboarding and Computer Operator courses shall be invoiced monthly in arrears in 16 equal monthly amounts by service site (\$11,062.50 per site) for a total of \$44,250 monthly, beginning in the month of April 2005 for services provided in March 2005. This rate is based on the provision of 6 hours of instruction per week each for the Typist Keyboarding and Computer Operator courses (for a total of 2,832 hours through June 30, 2006). If there is a reduction in the hours of instruction based on adjustments in the schedule made in accordance with Exhibit A, the amounts invoiced shall be adjusted accordingly.

### **2.2 Medical Terminology Course**

The 84-hour (12-week) Medical Terminology Course shall be invoiced on a per-course basis at \$21,000; Contractor may invoice County the entire \$21,000 in the third month following commencement of the class.

Upon approval of this Contract by the County's Board of Supervisors, Contractor may invoice County for 100 sets of the Medical Terminology textbooks at the actual cost to Contractor (the cost of textbooks in the Budget Schedule is an approximate cost only as costs are updated periodically by the publishers). Thereafter, Contractor shall coordinate with County on subsequent orders and invoice County in arrears for the actual cost. All invoices for textbooks shall include the name of the books, the quantity, and actual cost to Contractor.

Unless amended otherwise, the Medical Terminology course may be offered a maximum of 22 times under this Contract.

### **2.3 Curriculum Revision, In-Service and Support**

A maximum of 252 hours at \$61 per hour (i.e., \$15, 372) have been allocated for Contractor to:

- customize Contractor's 100-hour Medical Terminology course into an 84-hour course to suit County needs,
- provide in-service and support to ensure consistency in instruction of the customized 84-hour course among the instructors at the 4 service sites.

These services shall be invoiced in arrears based on actual hours spent on the revision of the curriculum and instructor in-service and support, at the rate of \$61 per hour per staff member. Each invoice for curriculum revision shall include dates, names of staff, and time spent on curriculum revision; invoices for in-service and support shall be substantiated by sign-in sheets for staff receiving in-service and support and the staff providing such services.

#### **2.4 Coordinator**

The Coordinator shall begin services on January 31, 2005 and his/her services shall be invoiced monthly in arrears in 17 equal monthly amounts of \$8,288 beginning in the month of March for services provided for the month of February and January 31, 2005.

#### **2.5 Books for Computer Operator Literacy/Software Application Courses**

Upon approval of this Contract by County's Board of Supervisors, Contractor may invoice County for **1/4 of the total number of textbooks** specified on the Budget Schedule at the actual cost to Contractor (the cost of textbooks in the Budget Schedule is an approximate cost only as costs are updated periodically by the publishers). Thereafter, Contractor shall coordinate with County on subsequent orders and invoice County in

arrears for the actual cost. All invoices for textbooks shall include the name of the books, the quantity, and actual cost to Contractor.

In the event the actual costs for textbooks for a particular course (including Medical Terminology) exceeds the amount budgeted, Contractor may invoice County for such costs to the extent there is unspent funds remaining in the budget.

## **2.6 Due Dates of Invoices**

All invoices shall be submitted by the 10<sup>th</sup> of the month following service to:

Workforce Development Program  
500 S. Virgil Ave., Suite 200  
Los Angeles, CA 90020

Attn: Manager, Contract Development and Administration

## **3.0 REIMBURSEMENT**

Reimbursement to Contractor shall not be contingent upon attendance by County employees, as it is the responsibility of Director to select and schedule employees for services hereunder.

If a dispute arises as to the completeness or accuracy of an invoice, the parties shall discuss amounts dispute; however, the Director of Health Services shall make all final determinations regarding the completeness or accuracy of Contractor's invoices. Contractor shall be reimbursed within 30 days of receipt of a complete and accurate invoice.

## **4.0 INSTRUCTIONAL MATERIALS AND SUPPLIES**

With the exception of the textbooks listed on the Budget Schedule,  
Contractor's cost for all other materials, supplies have been included in  
Contractor's rates hereunder.



**CONTRACTOR'S EEO CERTIFICATION**

---

Contractor's Name

---

Address

---

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with Section 22001, Administrative Code of the County Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S CERTIFICATION**

- |   |                                 |                                |
|---|---------------------------------|--------------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.  | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.  | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |
| 3. The Contractor has system for determining if its employment practices are discriminatory against protected groups.   | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals and timetables. | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |

---

Name and Title of Signer

---

Signature

---

Date

**EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER**

I understand that \_\_\_\_\_, is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: \_\_\_\_\_  
Signature

NAME: \_\_\_\_\_  
Print

DATE: \_\_\_\_\_

## COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	(       )	
Solicitation For ( Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.**

### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### **Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) \_\_\_\_\_, hereby submit this certification to the (County department) \_\_\_\_\_, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) \_\_\_\_\_, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) \_\_\_\_\_

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the CSSD;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

*I declare under penalty of perjury that the foregoing is true and correct.*

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month and Year)

at: \_\_\_\_\_  
(City/State) (Telephone No.)

by: \_\_\_\_\_

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634  
Telephone: (323) 832-7277 or (323) 832-7276

**Los Angeles County  
Safely  
Surrendered  
Baby  
Hotline**



**(877)BABY SAFE**

**Toll Free (877) 222-9723**

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.  
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.



# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***